



CITY COUNCIL

AGENDA REQUEST

AGENDA OF:	05-03-11	AGENDA REQUEST NO:	V-D
INITIATED BY:	KEISHA E. SEALS, ENGINEER III	RESPONSIBLE DEPARTMENT:	ENGINEERING
PRESENTED BY:	KEISHA E. SEALS, ENGINEER III <i>KES</i>	DEPARTMENT HEAD:	CHRISTOPHER STEUBING, P.E. CITY ENGINEER <i>CLS</i>
		ADDITIONAL DEPARTMENT HEAD (S):	N/A

SUBJECT / PROCEEDING:	DULLES AVENUE UPGRADE PROJECT – CIP ST0801 AUTHORIZE CONSTRUCTION CONTRACT WITH JAMES CONSTRUCTION GROUP, LLC.
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EXHIBITS:	LOCATION MAP RECOMMENDATION OF AWARD LETTER (W/BID TABULATION) CONTRACT
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CLEARANCES	APPROVAL
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LEGAL:	N/A	ASST. CITY MANAGER:	KAREN DALY <i>KD</i>
PURCHASING:	TODD REED, CPPB PURCHASING MANAGER <i>TR</i>	ASST. CITY MANAGER:	N/A
BUDGET:	JENNIFER BROWN, <i>JB</i> BUDGET & RESEARCH DIRECTOR	CITY MANAGER:	ALLEN BOGARD

BUDGET AND FUNDING SOURCE

EXPENDITURE REQUIRED: \$	9,496,875.00
CURRENT BUDGET: \$	14,873,278.00
ADDITIONAL FUNDING: \$	N/A

RECOMMENDED ACTION

Authorize execution of a construction contract between the City of Sugar Land and James Construction Group, LLC for the reconstruction and intersection improvements along Dulles Avenue from Avenue E to US 90A and Cartwright and Lexington Blvd intersections, ST0801, in a maximum amount of \$9,496,875.00.

EXECUTIVE SUMMARY

The City Council awarded the design contract for the Dulles Avenue Upgrade Project in November 2008. The consultant, Freese and Nichols, Inc., prepared design plans for the reconstruction of the existing section from Avenue E to U.S. Highway 90A and intersection improvements at State Highway 6, Cartwright and Lexington Boulevards. The work includes the construction of a four-lane boulevard section of roadway with curb and gutter, water line, storm sewer, decorative traffic signals, street lighting and pedestrian sidewalk improvements from Avenue E to US 90A. The intersection construction includes various turn lane improvements to provide increased levels-of-service and improved time delays in turning movements.

The project advertised for bid in April 2011 and five bids were received on April 7, 2011. Base bid costs ranged from \$8,219,257 to \$10,328,648.25. The engineer's probable construction cost based on items that were bid was \$11,430,507. The apparent low bidder, Hassell Construction, requested to be excused from the project after the bid opening due to mathematical errors. At their request, the City excused their bid from the project as allowed in the Instructions to Bidders language in the standard City of Sugar Land front-end construction documents and proceeded with contract negotiations with the second low bidder, James Construction, LLC.

The construction project is being funded through a joint partnership with several stakeholders. The following is a breakdown of the funding participation:

- Fort Bend County is contributing funds from the 2001 and 2007 bond in the amount of \$4.29 Million,
- City of Stafford is contributing approximately \$750,000, and
- Water Control Improvement District No. 2 (WCID #2) is contributing up to a maximum \$275,000

The City of Missouri City Agreement has yet to be negotiated for the improvements on State Highway 6/Dulles intersection. Therefore, the agreement and associated funding will come at a later date.

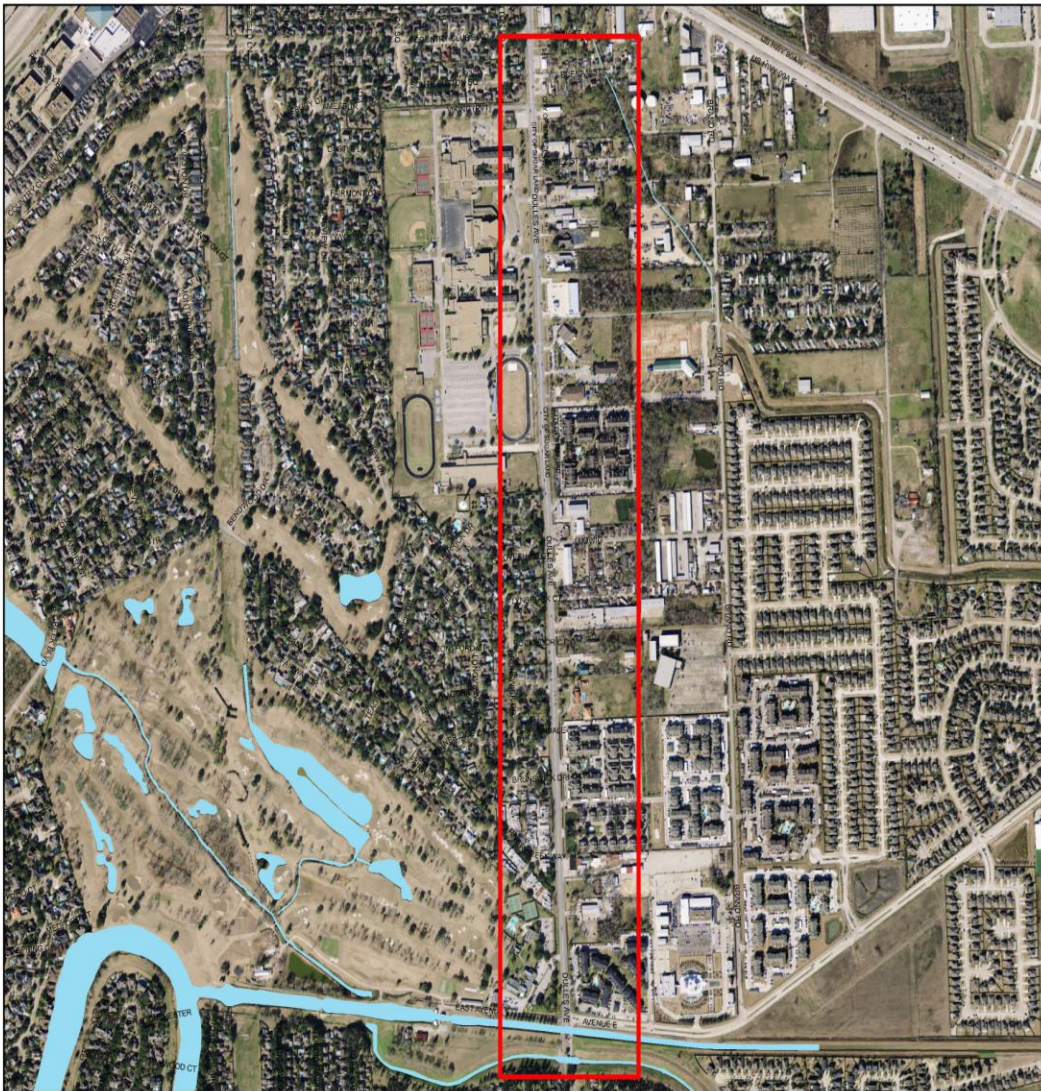
James Construction Group, LLC, was contacted and has agreed to enter into a contract with the City for this project with a bid amount of \$9,496,875.00. Funding for this project is in ST0801, with an available budget of \$14,873,278.00. The project is scheduled for 466 working days from the date of the notice to proceed.

The Engineering Department recommends that the City Council authorize execution of a construction contract between the City of Sugar Land and James Construction Group, LLC for the Dulles Avenue Upgrade Project, ST0801, in a maximum amount of \$9,496,875.00.

EXHIBITS

DULLES AVENUE IMPROVEMENTS PROJECT

AVENUE E TO U.S. HWY 90A



Lexington Intersection



Cartwright Intersection



Not To Scale



Innovative approaches
Practical results
Outstanding service

3100 Wilcrest Drive, Suite 200 • Houston, Texas 77042 • 713-600-6800 • fax 713-600-6801

www.freese.com

April 19, 2011

Ms. Keisha E. Seals
Project Manager
City of Sugar Land
2700 Town Center Boulevard North
Sugar Land, Texas 77479

RE: Dulles Avenue Reconstruction and Intersection Improvements
CIP Project No. ST0801
Recommendation of Award

Dear Ms. Seals,

Listed below is the summary of bids for the **Dulles Avenue Reconstruction and Intersection Improvements CIP Project No. ST0801**. A total of five bid proposals were received on April 7, 2011.

Summary of Bids:

	Base Bid	Base Bid + Contingency + Add- On Alternate No. 1
1) Hassell Construction Co., Inc.	\$8,219,257.00	\$8,587,157.00
2) James Construction Group	\$9,079,165.00	\$9,496,875.00
3) Texas Sterling	\$9,273,645.10	\$9,670,925.20
4) Total Contracting Limited	\$9,622,929.55	\$10,071,229.55
5) Conrad Construction Co., LTD.	\$10,328,648.25	\$10,765,440.25

Freese and Nichols' estimate for the Base Bid was \$11,430,507.50. A copy of the bid tabulation is attached for your use and information. Please note that the bid amounts for Hassell Construction Co., Inc. are listed as they appeared in their bid submission. Based on the following paragraph, their bid proposal was no longer considered and therefore, their unit prices were removed from the tabulated average of the received bid proposals.

As you are aware, Hassell Construction Co., Inc. requested their bid proposal be withdrawn after discovering gross errors in their bid. We received written correspondence, as required by Section V of the City of Sugar Land's Instructions to Bidders, from Hassell Construction Co. detailing their bid proposal withdrawal request on April 12, 2011. As a result of this request and the City's approval of said request, Hassell Construction Co., Inc. no longer was the apparent low bidder, which subsequently went to James Construction Group.

Based on their current project with the City and the references checked, **James Construction Group** appears to have a good record on this type of project. We were told they are very responsive, easy to work with, and provide good, quality work. Based on this information, Freese and Nichols recommends that the **City of Sugar Land** award the construction contract including miscellaneous contingency (\$300,000) and the add-on alternate (\$117,710.00) for this project to **James Construction Group** in the amount of **\$9,496,875.00**.

Ms. Keisha E. Seals

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Please call me at (832) 456-4722 if you have any questions.

Sincerely,

Freese and Nichols, Inc.

A handwritten signature in blue ink, appearing to read "Mehran Bavarian". The signature is fluid and cursive, with a small dot above the "i" in "Bavarian".

Mehran (Ron) Bavarian, P.E.

Associate

Southeast Division Infrastructure Manager

CITY OF SUGAR LAND
STANDARD CONTRACT FOR CIVIL ENGINEERING CONSTRUCTION PROJECTS
(Rev. 11-2-09)

This City of Sugar Land Standard Contract for Civil Engineering Construction Projects (Contract) is made between the City of Sugar Land, Texas (City), and the Contractor. The City and the Contractor agree to the terms and conditions of this Contract, which consists of the following:

- I. Summary of Contract Terms
- II. Standard Contractual Provisions
- III. Contract Documents
- IV. Signatures

I. Summary of Contract Terms.

Project: Dulles Avenue Reconstruction and Intersection Improvements

Contractor: James Construction Group, LLC

Name of Engineering Firm, if any: Freese and Nichols, Inc.

Name of Owner's Project Manager: Jimmy Vandever

Total Base Bid (Sections A-C): \$9,079,165.00

Misc. Contingency (Section D): \$300,00.00

Deductive Alternate Bid Item Nos.: 1 & 2, as selected by the City

Total Deductive Alternate Bid Items Amount: None selected for this Contract

Contract Price (Total Base Bid + Misc. Contingency + Add-on Alternate No. 1): \$9,496,875.00, as may be adjusted by Change Orders

Add-on Alternate: 1

Add-on Alternate Amount: \$117,710.00

Effective Date of Contract: On the latest date of the dates executed by both parties

Date to Begin Work: Date specified in Notice to Proceed

Substantial Completion: Contractor must achieve Substantial Completion within 416 Working Days from date specified in Notice to Proceed, as the time may be adjusted by Change Order

Final Completion: Contractor must complete the Punch List within 60 Working Days from Substantial Completion

Liquidated Damage Amount for Failure to Meet Time for Substantial Completion: **\$1,000.00** per Working Day

Liquidated Damage Amount for Failure to Complete Punch List Items by Time for Final Completion: **\$500.00** per Working Day

[The Legal Department has prepared this form contract for use by City employees without further legal review. The form allows for employees to insert information in specific provisions as necessary to complete the contract. The remaining Contract provisions are "read only" and may only be changed by the Legal Department. The Legal Department's signature on the contract assumes that City employees have not changed the form.]

II. Standard Contractual Provisions.

A. Definitions.

Contract means this Standard Contract for Civil Engineering Construction Projects, comprised of the:

1. Summary of Contract Terms (Section I),
2. Standard Contractual Provisions (Section II),
3. Contract Documents (listed in Section III), and
4. Signatures (Section IV).

Project means the project identified in Section I above.

Work means all labor, materials, equipment, and services necessary to construct, erect, install, equip and complete the Project.

B. Work. The Contractor will complete the Work according to the Contract requirements.

C. Payment. Subject to the terms of the Contract, the City will pay the Contractor the sum(s) as shown in Section I above plus any additional sums approved by Change Order. All payments to be made by the City to Contractor, including the time of payment and the payment of interest on overdue amounts, are subject to other requirements of this Contract and Chapter 2251 of the Texas Government Code.

D. Law Governing and Venue. Texas law governs this Contract and any lawsuit on this Contract must be filed in a court that has jurisdiction in Fort Bend County, Texas.

E. Entire Contract. This Contract represents the entire Contract between the City and the Contractor and supersedes all prior negotiations, representations, or contracts, either written or oral. This Contract may be amended only by written instrument signed by both parties.

F. Independent Contractor. Contractor will perform the Work under this Contract as an independent contractor and not as an employee of the City. The City has no right to supervise, direct, or control the Contractor or Contractor's officers or employees in the means, methods, or details of the Work to be performed by Contractor under this Contract. The Contractor will perform the Work in a workmanlike manner and take proper care and precautions to insure the safety of Contractor's officers, employees, and agents.

G. Labor Classification and Minimum Wage Scale. The Contractor must comply with Chapter 2258 of the Texas Government Code. This statute, among other things, requires all contractors and subcontractors performing public works contracts for a municipality to:

1. pay the prevailing wage rate as determined by the municipality, a copy of which is attached as the Labor Classification and Minimum Wage Scale;
2. keep records of the name and occupation of each worker, laborer and mechanic employed by them to work on the Project and the actual per diem wages paid to each; and
3. forfeit, as a penalty, sixty dollars per day for each laborer, worker, or mechanic who is not paid the stipulated wage for the type of work performed by him as shown in the attached Labor Classification and Minimum Wage Scale. The City is authorized to withhold the penalty amount from the Contractor's payment, as provided in the statute.

I. Compliance with Laws. The Contractor will comply with all laws and regulations applicable to its business operations and the Work. The Contractor represents that it has complied with the federal immigration and citizenship laws.

J. Severability. The provisions of this Agreement are severable and the invalidity of any part of this Agreement will not affect the validity of the remainder of this Agreement.

K. Cumulative Remedies. The rights and remedies provided in this Contract, or otherwise under applicable laws, shall be cumulative and the exercise of any particular right or remedy shall not preclude the exercise of any other right or remedies in addition to, or as an alternate of, the right or remedy.

III. Contract Documents. The Contractor must comply with the following additional Contract Documents, which are part of this Contract and are incorporated by reference:

1. General Conditions
2. Special Conditions, if any
3. Technical Specifications, including any special shoring requirements
4. Engineer's Plans and Drawings
5. Geotechnical Report, if any
6. Contractor's Bid for the Project
7. Performance Bond
8. Payment Bond
9. Labor Classification and Minimum Wage Rates
10. State of Texas Workers' Compensation Insurance Coverage Addendum
11. Minimum Insurance Policy Limits for Large Construction Projects
12. Contractor's Insurance
13. Notice to Proceed
14. Contractor's Affidavit of Bills Paid
15. Notice to Bidders
16. Instructions to Bidders
17. Change Orders
18. Addenda
19. Conflict of Interest Questionnaire

If there is a conflict between or among the terms of the Contract the City will determine which provision applies.

(Signature Page Follows)

IV. Signatures. By signing below, the parties agree to the terms of this Contract:

CITY OF SUGAR LAND

By: _____

Name: _____

Title: _____

Date: _____

CONTRACTOR: JAMES CONSTRUCTION GROUP, LLC

By:  _____

Name: WILL CRAVENS

Title: VICE PRESIDENT

Date: 4-19-11